

Exhibit D

Roadsync, Inc. v. Relay Payments, Inc., et al.

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

ROADSYNC, INC.,)

)

Plaintiff,)

)

vs.)

CASE NO. 1:21-cv-03420-MLB

)

RELAY PAYMENTS, INC.,)

)

SPENCER BARKOFF, JAMES)

RYAN DROEGE,)

)

Defendants.)

)

- - - - -

VIDEOTAPED DEPOSITION OF PAUL DOPP

Taken by Counsel for the Defendants

Before Richard Bursky, RMR, CRR

Certified Court Reporter

At Caplan Cobb LLC

75 Fourteenth Street NE, Atlanta, Georgia

On February 13, 2024, commencing at 9:41 a.m.

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Roadsync, Inc. v. Relay Payments, Inc., et al.

<p style="text-align: right;">Page 26</p> <p>1 Q Got it. And then were you getting more</p> <p>2 documents over the course of August, September of</p> <p>3 2023?</p> <p>4 A That's fair, yes.</p> <p>5 Q Who, was it you that was leading this</p> <p>6 process of interacting with Plaintiff's counsel</p> <p>7 regarding which documents to obtain?</p> <p>8 A Yes.</p> <p>9 Q Did you ask for any documents from</p> <p>10 Plaintiff's counsel that Plaintiff's counsel</p> <p>11 declined to provide to you?</p> <p>12 MR. CHALLY: I object to the form.</p> <p>13 A No, not that I recall. There was nothing</p> <p>14 that we asked for that they didn't produce. I</p> <p>15 understand there were things we asked for that was</p> <p>16 not in the production, weren't available to us, but</p> <p>17 that was more from the Relay side.</p> <p>18 BY MR. CAPLAN:</p> <p>19 Q What are you referring to there?</p> <p>20 A Financial statements, income statements,</p> <p>21 balance sheet, projections, customer lists, sales by</p> <p>22 -- to customers by product line.</p> <p>23 Q So let's, I just want to break this down for</p> <p>24 a second.</p> <p>25 You asked for financial statements of Relay,</p>	<p style="text-align: right;">Page 28</p> <p>1 all you are going to get. They didn't tell me what</p> <p>2 happened in the hearing, but what you have requested</p> <p>3 is not going to be produced, so.</p> <p>4 Q So you were made aware that there was</p> <p>5 essentially a discovery dispute between RoadSync and</p> <p>6 Relay that involved the production of financial</p> <p>7 information?</p> <p>8 A I don't know how -- if you would categorize</p> <p>9 it as a discovery dispute. I think it was Relay</p> <p>10 produced what they did and said, this is what we are</p> <p>11 going to produce, that we had to rely on. They were</p> <p>12 representing to the Court this was the data that</p> <p>13 Relay had.</p> <p>14 Q Do you recall approximately what timeframe</p> <p>15 that was?</p> <p>16 A We had been asking for it for a while,</p> <p>17 and...</p> <p>18 Q When you say a while, like what timeframe?</p> <p>19 A Probably starting in August.</p> <p>20 Q Of 2023?</p> <p>21 A Yes.</p> <p>22 Q And that was when you began asking for it or</p> <p>23 that's when you had been asking for it for a while?</p> <p>24 A That's when I had asked for it, received</p> <p>25 what we saw was information through to October of</p>
<p style="text-align: right;">Page 27</p> <p>1 you said?</p> <p>2 A Yes.</p> <p>3 Q And you said that that was something that</p> <p>4 you asked for but you were told was not there?</p> <p>5 A No. We asked for it and they produced some</p> <p>6 information that was only through, I think, October</p> <p>7 of 2021 and here we are in late 2023. And I said, I</p> <p>8 would like the more recent information; this appears</p> <p>9 to be outdated.</p> <p>10 And my understanding was that that had been</p> <p>11 requested and that Relay did not produce it. And</p> <p>12 ultimately we delayed working on our analysis and</p> <p>13 report until I was informed that this is all we are</p> <p>14 going to get in production and we had to get moving</p> <p>15 on doing our analysis and a report to meet the</p> <p>16 deadlines.</p> <p>17 Q Who informed you this was all you were going</p> <p>18 to get?</p> <p>19 A Counsel.</p> <p>20 Q Counsel for RoadSync?</p> <p>21 A I understood there was a hearing, they went</p> <p>22 to it. And that was one of the, they wanted to get</p> <p>23 that additional information that covered the most</p> <p>24 recent period.</p> <p>25 And when they came back they said, that's</p>	<p style="text-align: right;">Page 29</p> <p>1 2021, with projections, with no customer sales.</p> <p>2 Q So by August of 2023, you had this document</p> <p>3 that contained financial information, actual</p> <p>4 financial performance information through mid-2021;</p> <p>5 is that right?</p> <p>6 A Well, it was an Excel worksheet that had it</p> <p>7 monthly going through October of 2021, and then</p> <p>8 starting November through to the end of '23, so</p> <p>9 starting November of 2021 on a monthly basis through</p> <p>10 the end of 2023 were projections by management.</p> <p>11 Q Got it. And this is the document, this is</p> <p>12 actually listed in your Appendix 2, correct?</p> <p>13 A It should be. I don't know where it is. I</p> <p>14 could tell you or figure it out by looking at the,</p> <p>15 my schedules and getting the Bates numbers.</p> <p>16 Q I will refer you to Nos. 107 through 109,</p> <p>17 Relay 187163 through 165.</p> <p>18 A Which number, are you on the number that I</p> <p>19 have on the left-hand side?</p> <p>20 Q Correct.</p> <p>21 A Starting with No. 7?</p> <p>22 Q Starting with No. 107 through 109 of your</p> <p>23 Appendix 2.</p> <p>24 A Yes, that looks like it.</p> <p>25 Q So that's what you were just describing,</p>

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<p style="text-align: right;">Page 30</p> <p>1 correct?</p> <p>2 A Correct.</p> <p>3 Q And you had that as of August of 2023 or so,</p> <p>4 correct?</p> <p>5 A Yes, we had it early on.</p> <p>6 Q And there were interactions with you and</p> <p>7 counsel and you asked for more updated financial</p> <p>8 information; is that right?</p> <p>9 A Well, I asked, is there additional</p> <p>10 information that postdates the information that we</p> <p>11 have here that is more current and --</p> <p>12 Q Because you are sitting in approximately</p> <p>13 August --</p> <p>14 MR. CHALLY: Let him finish.</p> <p>15 BY MR. CAPLAN:</p> <p>16 Q Sorry, please finish.</p> <p>17 A So we were, we said we got this information,</p> <p>18 is there any more information that is more current.</p> <p>19 And counsel said, we will look. And they sent us an</p> <p>20 additional thing, does this look like it is it? No.</p> <p>21 And eventually came back and said, no, that's all</p> <p>22 that was produced. We are going to go and have a</p> <p>23 hearing at the Court to see if we can compel or</p> <p>24 obtain, I don't know what the legal word is, how the</p> <p>25 lawyers do, but I had a request in to counsel if</p>	<p style="text-align: right;">Page 32</p> <p>1 Q And you wanted to see, because you were now</p> <p>2 sitting in August 2023, you wanted to obtain the</p> <p>3 actual financial information for the years between,</p> <p>4 or time between October 31, 2021 to as present as</p> <p>5 you could get, correct?</p> <p>6 MR. CHALLY: I object to the form.</p> <p>7 A I wanted whatever Relay had that was the</p> <p>8 most current information.</p> <p>9 BY MR. CAPLAN:</p> <p>10 Q And most accurate information about its</p> <p>11 actual financial performance?</p> <p>12 MR. CHALLY: I object to the form.</p> <p>13 A I don't speak to the accuracy of it. If it</p> <p>14 was audited, I might place more weight on audited</p> <p>15 financial statements over management, but I don't</p> <p>16 know what it is.</p> <p>17 Q Sure, but in general, what I am asking is,</p> <p>18 in general you would prefer actual financial</p> <p>19 performance data to projections, correct?</p> <p>20 A Well, no, not necessarily. If you are</p> <p>21 looking forward, you would definitely want</p> <p>22 projections.</p> <p>23 Q But if you are looking past and you are</p> <p>24 making a statement about what the revenues or</p> <p>25 expenses of a company were, wouldn't you prefer to</p>
<p style="text-align: right;">Page 31</p> <p>1 they could get more current information in</p> <p>2 discovery.</p> <p>3 Q Understood. Why did you want more current</p> <p>4 information?</p> <p>5 A Everyone is doing, every accountant wants as</p> <p>6 much information as they can get.</p> <p>7 Q And you are sitting in approximately August</p> <p>8 of 2023 and in your mind all you have is actual</p> <p>9 financial information through October 31 of 2021,</p> <p>10 right?</p> <p>11 A August, September, October, November, that's</p> <p>12 all I have.</p> <p>13 Q Sorry. Okay. But the P&L, at least as</p> <p>14 reflected on Appendix 2, Item No. 108, reflects that</p> <p>15 it is through October 31, 2021; is that right?</p> <p>16 A Well, that was a separate historic P&L. It</p> <p>17 is a stand-alone, looks like it was a Quick --</p> <p>18 Q Got it.</p> <p>19 A -- a QuickBooks report, a one or two-pager.</p> <p>20 Q It is the first document that is No. 107</p> <p>21 which has actuals through October, you said, October</p> <p>22 31 of 2021?</p> <p>23 A Yes, from inception through actuals through</p> <p>24 October of 2021 and thereafter projections. So at</p> <p>25 least it identifies it as heading projections.</p>	<p style="text-align: right;">Page 33</p> <p>1 have the actual information rather than some</p> <p>2 projection?</p> <p>3 A That's why I asked for it. And I would like</p> <p>4 both the actuals and the projections --</p> <p>5 Q Understood.</p> <p>6 A -- as of the most recent period, so most --</p> <p>7 Q But you would agree with me that --</p> <p>8 MR. CHALLY: Mike, you interrupted him</p> <p>9 again. Just let him finish.</p> <p>10 BY MR. CAPLAN:</p> <p>11 Q Fair enough.</p> <p>12 A If the most recent period was 2022, then</p> <p>13 that what's we have to work with. I was realizing</p> <p>14 that it was towards the tail end of 2023, maybe they</p> <p>15 hadn't finalized their books and records, but they</p> <p>16 appeared to generate monthly data.</p> <p>17 So simply, I asked for the most recent. I</p> <p>18 wasn't asking for the most accurate or the most</p> <p>19 reliable, I was just asking what's available that is</p> <p>20 the most current.</p> <p>21 Q Understood. But you would agree with me</p> <p>22 that when evaluating historically the financial</p> <p>23 performance of a company, it is more accurate and</p> <p>24 reliable to rely upon the company's actual financial</p> <p>25 performance data rather than some projection</p>

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<p style="text-align: right;">Page 34</p> <p>1 regarding that data, correct?</p> <p>2 MR. CHALLY: I object to the form.</p> <p>3 A To the extent you have actuals, you would</p> <p>4 rely on that for historical, and to the extent you</p> <p>5 have projections, you would rely on that for</p> <p>6 projections. Again, it was the information that I</p> <p>7 took to mean this was all that Relay had in terms of</p> <p>8 the most current information that they wanted to</p> <p>9 represent to the Court and to me as being the</p> <p>10 information I needed to rely on for my report, for</p> <p>11 my analysis.</p> <p>12 Q And I think I understood, if I understood</p> <p>13 you correctly, had you had the actual information,</p> <p>14 your report at least with respect to the historical</p> <p>15 years including 2022, for example, would have relied</p> <p>16 upon the actual information rather than some</p> <p>17 projection, correct?</p> <p>18 MR. CHALLY: I object to the form.</p> <p>19 A Generally, yes, that would be correct. That</p> <p>20 would rely on whatever data was produced.</p> <p>21 BY MR. CAPLAN:</p> <p>22 Q And the only reason you didn't do that,</p> <p>23 because your understanding was that it was not</p> <p>24 available for whatever reason or had not been</p> <p>25 provided?</p>	<p style="text-align: right;">Page 36</p> <p>1 period. As I was reviewing and requesting</p> <p>2 additional information, I would receive it.</p> <p>3 Q And had you found it material or just --</p> <p>4 earlier you testified whenever you received, you</p> <p>5 list on Appendix 2, right?</p> <p>6 A Correct.</p> <p>7 Q So had you received some additional</p> <p>8 financial information regarding Relay after August</p> <p>9 of 2023, that would have been listed under the Relay</p> <p>10 documents financial data category in Appendix 2,</p> <p>11 correct?</p> <p>12 A If that's where it fit, yes, that's where it</p> <p>13 would go.</p> <p>14 Q So if you had been provided any additional</p> <p>15 profit and loss information, for example, it would</p> <p>16 be in that category listed, correct?</p> <p>17 A Yes.</p> <p>18 Q So since you had already had Numbers 107,</p> <p>19 108 and 109, is it fair to conclude that after you</p> <p>20 had this conversation asking for more information,</p> <p>21 you did not receive any additional Relay financial</p> <p>22 information?</p> <p>23 A Ultimately, that's the short version. There</p> <p>24 was months and months of us saying, can you request</p> <p>25 it, can you get it; yes, we are going to make those</p>
<p style="text-align: right;">Page 35</p> <p>1 MR. CHALLY: I object to the form.</p> <p>2 A I don't know the reason for it. I</p> <p>3 understand that, as you said, there was some</p> <p>4 discovery dispute. If that's the case, I don't know</p> <p>5 whether it existed or not. I was just informed that</p> <p>6 this is all you are going to get from Relay.</p> <p>7 Q Do you recall whether after that discussion</p> <p>8 in or around August of 2021 -- excuse me, strike</p> <p>9 that.</p> <p>10 Do you recall after that discussion in or</p> <p>11 around August of 2023 with counsel about requesting</p> <p>12 more financial information, was there any additional</p> <p>13 financial information ever given to you?</p> <p>14 A Relating to Relay?</p> <p>15 Q Yes.</p> <p>16 A That I don't know off the top of my head,</p> <p>17 the timing of when we received financial</p> <p>18 information. So, for example, when I learned there</p> <p>19 were valuations done, I asked for that.</p> <p>20 So we as a practice oftentimes will set up a</p> <p>21 folder with the date we received production so we</p> <p>22 could narrow it down, when did we receive it. And</p> <p>23 within that folder, it will have those documents.</p> <p>24 So I would just be guessing as to the</p> <p>25 timing. We were receiving documents throughout the</p>	<p style="text-align: right;">Page 37</p> <p>1 efforts, we will get that for you; up to the point</p> <p>2 where I understood they were going to a hearing</p> <p>3 where they were presumably trying to get the Court</p> <p>4 to compel production.</p> <p>5 I don't know if that's the right term or</p> <p>6 not, but I've been involved in those types of things</p> <p>7 before many times. When there is information we</p> <p>8 need from the other side, there is a process I</p> <p>9 understand called going to to the Court and</p> <p>10 compelling production.</p> <p>11 Q And you were aware of that process being</p> <p>12 undertaken in this case, correct?</p> <p>13 A I am aware that there were efforts tried to</p> <p>14 get what I requested. I don't know if there was a</p> <p>15 hearing to compel production. I am just saying that</p> <p>16 is the typical scenario.</p> <p>17 Q Understood. I am not asking to you detail</p> <p>18 that. The Court is well aware of what happened in</p> <p>19 regards to all of that.</p> <p>20 But what I am asking is what your level of</p> <p>21 knowledge and participation is or was, and to the</p> <p>22 best of your recollection, were you involved in any</p> <p>23 of the efforts to prepare for any Court action by</p> <p>24 counsel for RoadSync to obtain additional financial</p> <p>25 information in or around August of 2023?</p>

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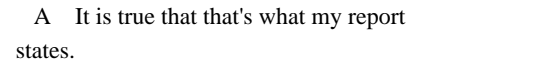
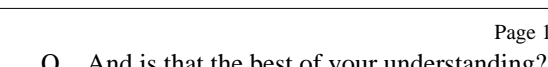
<p style="text-align: right;">Page 86</p> <p>1 believe it was four-year; it really depends on what</p> <p>2 they decide after having heard all the evidence.</p> <p>3 BY MR. CAPLAN:</p> <p>4 Q Do you think that three years is more</p> <p>5 reasonable than two years or do you not have an</p> <p>6 opinion on that?</p> <p>7 A I think that the three years is supported by</p> <p>8 the financial data.</p> <p>9 Q But I am not asking that question. I am</p> <p>10 asking, is three years in your opinion better than</p> <p>11 or the more accurate measure of the delayed start</p> <p>12 time -- strike that. That is a bad question.</p> <p>13 Are you offering an opinion in this case</p> <p>14 that three years rather than two years is the</p> <p>15 appropriate head-start calculation?</p> <p>16 MR. CHALLY: I object to the form.</p> <p>17 A Basically, yes, I am saying that based on</p> <p>18 the evidence, it appears to me that three years</p> <p>19 looks like it is supportable and consistent with the</p> <p>20 data and consistent with management.</p> <p>21 Q And in your report I believe you state that</p> <p>22 you assumed three years but then conduct a</p> <p>23 reasonableness check and provided five reasons why</p> <p>24 you thought it was reasonable; is that right?</p> <p>25 A Basically, yes.</p>	<p style="text-align: right;">Page 88</p> <p>1 MR. CAPLAN: How is the amount of damages</p> <p>2 you are seeking in the case even confidential,</p> <p>3 much less how can you conceal that from a party</p> <p>4 Defendant?</p> <p>5 MR. CHALLY: You haven't shared with him the</p> <p>6 precise amount of damages that we are seeking</p> <p>7 because we have, I think, designated it as</p> <p>8 confidential. And I think it would be</p> <p>9 inappropriate to disclose to him the damages that</p> <p>10 we think flow from lost profits from customers</p> <p>11 that we think that they improperly interfered</p> <p>12 with in large part because it is a reflection of</p> <p>13 what RoadSync's financial information could</p> <p>14 suggest.</p> <p>15 MR. CAPLAN: We can that take that up</p> <p>16 separately.</p> <p>17 THE VIDEOGRAPHER: I think somebody is</p> <p>18 trying to get on Zoom, if you would just hit</p> <p>19 admit.</p> <p>20 MR. CHALLY: There is no space to hit admit.</p> <p>21 I think I see Elisabeth Miller who is on.</p> <p>22 I am sorry, I see it. There you go.</p> <p>23 MR. CAPLAN: I do want to ask about the</p> <p>24 number, so is it your instruction that my client</p> <p>25 leave the room?</p>
<p style="text-align: right;">Page 87</p> <p>1 Q And are those all of the reasons that you</p> <p>2 considered in making your reasonableness opinion?</p> <p>3 A Generally, yes.</p> <p>4 Q You didn't leave any additional reasons out,</p> <p>5 correct?</p> <p>6 A I may have. I don't recall any that I left</p> <p>7 out.</p> <p>8 Q We will go into that in a little bit.</p> <p>9 The lost profits calculation that you make</p> <p>10 with respect to the six customers essentially yields</p> <p>11 a --</p> <p>12 MR. CHALLY: Hold on. Be careful about what</p> <p>13 you are offering in light of who is sitting in</p> <p>14 the room, okay?</p> <p>15 MR. CAPLAN: I am just staying at a high</p> <p>16 level.</p> <p>17 MR. CHALLY: I think if you were to identify</p> <p>18 the amount, that would be something that would be</p> <p>19 designated as AEO. I have to doublecheck, but I</p> <p>20 think that's true.</p> <p>21 And I am not trying to get in your way, but</p> <p>22 Mr. Droege is sitting in here and I don't want to</p> <p>23 waive or be criticized of waiving any</p> <p>24 confidentiality designation we might make or have</p> <p>25 made.</p>	<p style="text-align: right;">Page 89</p> <p>1 MR. CHALLY: We will get the redactions that</p> <p>2 we propose to report and try to confirm.</p> <p>3 MR. CAPLAN: We can go off the record.</p> <p>4 THE VIDEOGRAPHER: The time is 11:52 a.m.,</p> <p>5 we are off video record.</p> <p>6 (Discussion ensued off the record.)</p> <p>7 THE VIDEOGRAPHER: The time is 11:53 a.m.,</p> <p>8 we are back on video record.</p> <p>9 BY MR. CAPLAN:</p> <p>10 Q All right, so to summarize, your opinion is</p> <p>11 that RoadSync suffered lost profit damages of</p> <p>12 [REDACTED]</p> <p>13 A That sounds correct, yes.</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 Q Is it your opinion that those damages are</p> <p>18 additive or mutually exclusive and in the</p> <p>19 alternative?</p> <p>20 A They would be additive.</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>

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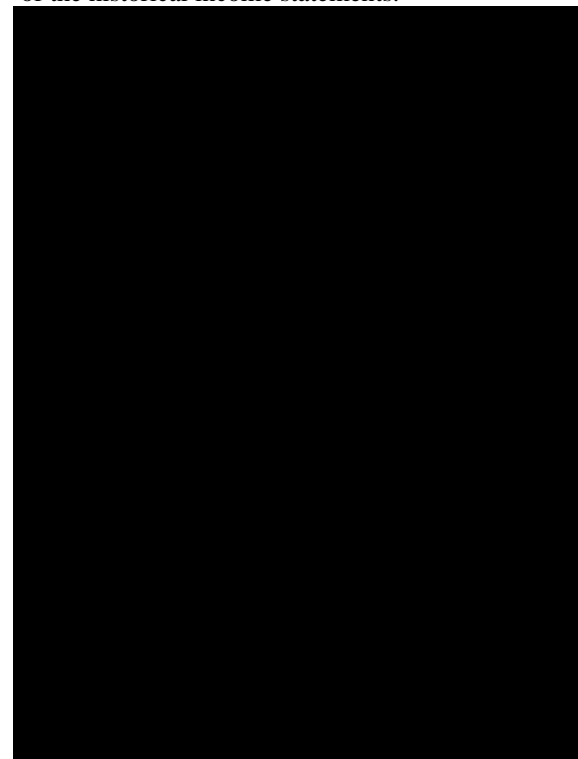
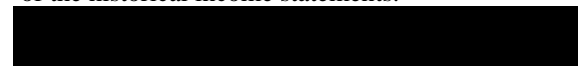
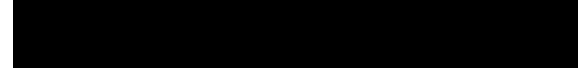
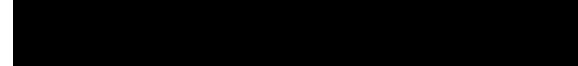
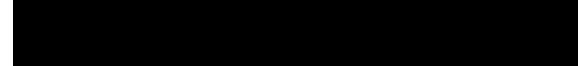
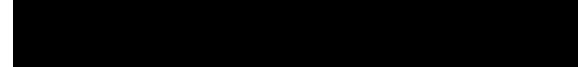
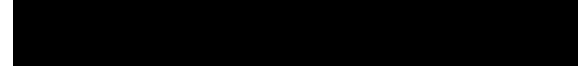
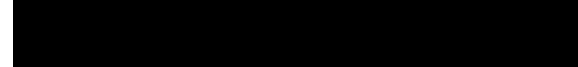
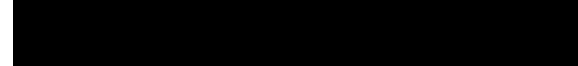
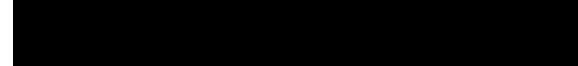
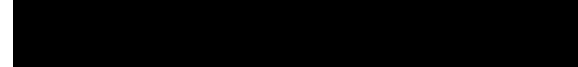
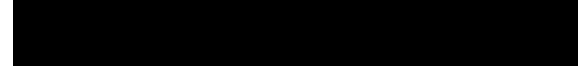




<p style="text-align: right;">Page 90</p> <p>1 [REDACTED]</p> <p>2 BY MR. CAPLAN:</p> <p>3 Q Is there any duplication between your lost</p> <p>4 profit damages calculation and your unjust</p> <p>5 enrichment that would require offset from one to the</p> <p>6 other?</p> <p>7 A No, the unjust enrichment says you could</p> <p>8 have the stolen customers or the allegedly taken</p> <p>9 customers; you can have the taking trade secrets;</p> <p>10 you can benefit from all that. So we are not saying</p> <p>11 you can't have those profits, you are entitled to</p> <p>12 them, but you just get them at a later period.</p> <p>13 So the difference here is the, essentially</p> <p>14 the time value of money. They accelerated the time</p> <p>15 they would have received that, but it is not like we</p> <p>16 are duplicating anything here.</p> <p>17 Q Is there any inconsistency between the</p> <p>18 assumptions that you made to support your lost</p> <p>19 profit damages calculations and the assumptions that</p> <p>20 you made to support your unjust enrichment damages</p> <p>21 calculations?</p> <p>22 MR. CHALLY: I object to the form.</p> <p>23 A They are two different approaches, so unless</p> <p>24 you have some specific question -- but the</p> <p>25 assumptions would be different because they are</p>	<p style="text-align: right;">Page 92</p> <p>1 different damage model that does a different thing.</p> <p>2 The first one provides damages that were</p> <p>3 sustained by the Plaintiff in this case, whereas the</p> <p>4 second one is like a disgorgement remedy. It says</p> <p>5 you can't enjoy, because sometimes the benefit they</p> <p>6 receive is greater than the losses of the Plaintiff.</p> <p>7 Q I don't think you answered my question. I</p> <p>8 am going to ask it again.</p> <p>9 I understand your point, that these are</p> <p>10 different calculations. That wasn't my question.</p> <p>11 My question is: Did you conduct an analysis</p> <p>12 to determine whether the assumptions that underlie</p> <p>13 your lost profit damages calculation are consistent</p> <p>14 or inconsistent with the assumptions underlying your</p> <p>15 unjust enrichment damages calculation such that it</p> <p>16 would not be possible for the jury to award both?</p> <p>17 A Again, I don't know how to answer the</p> <p>18 question. I know that the assumptions are different</p> <p>19 under both damage methodologies. They do different</p> <p>20 things.</p> <p>21 Q But despite that, you believe the jury could</p> <p>22 award both?</p> <p>23 A Certainly. One of them is a remedy to take</p> <p>24 away the unjust benefit received by the infringer in</p> <p>25 this case, the alleged infringer; where the other</p>
<p style="text-align: right;">Page 91</p> <p>1 different models.</p> <p>2 BY MR. CAPLAN:</p> <p>3 Q Did you analyze carefully whether it is</p> <p>4 possible for the jury to award both of those</p> <p>5 methodologies based upon the differing assumptions</p> <p>6 that are used to support each?</p> <p>7 A I don't follow the question.</p> <p>8 Q Did you conduct any analysis to determine</p> <p>9 whether there is inconsistency between the</p> <p>10 assumptions you used to support your lost profit</p> <p>11 damages calculation and the assumptions that you</p> <p>12 used to support your unjust enrichment calculation</p> <p>13 such that it would not be possible for the jury to</p> <p>14 award both sets of damages?</p> <p>15 MR. CHALLY: Object to the form.</p> <p>16 A Again, I don't understand the assumptions on</p> <p>17 a lost profit. Assume that but for the alleged</p> <p>18 actions, RoadSync would have continued to enjoy</p> <p>19 receiving profits from those customers. They</p> <p>20 wouldn't have been lost.</p> <p>21 The assumption in the accelerated approach</p> <p>22 under the head-start doesn't assume that. It</p> <p>23 assumes that you actually got those customers and</p> <p>24 you used the technology. So it uses a completely</p> <p>25 different set of assumptions because it is a</p>	<p style="text-align: right;">Page 93</p> <p>1 one provides a monetary award for the losses that</p> <p>2 they sustained, that the Plaintiff sustained as a</p> <p>3 result of the Defendants' alleged actions. They do</p> <p>4 two different things.</p> <p>5 Q So let me ask you this: Is it your opinion</p> <p>6 in this case that if the jury awards lost profits to</p> <p>7 [REDACTED]</p> <p>8 would compensate RoadSync for its economic losses?</p> <p>9 A Yes.</p> <p>10 Q And it would not be entitled to recover any</p> <p>11 other form of compensatory damage, correct?</p> <p>12 A Correct.</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 Q And that is notwithstanding that they have</p> <p>19 been given a full remedy in the form of a full</p> <p>20 compensation award?</p> <p>21 A Right, for the lost profits. If the unjust</p> <p>22 enrichment were disgorgement of their profits, then</p> <p>23 you can't get it on the same sales. You wouldn't</p> <p>24 get the, the Plaintiff would not get double dipping.</p> <p>25 You could only get it on the unjust</p>

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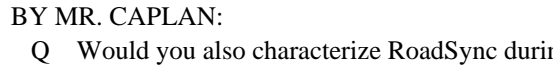
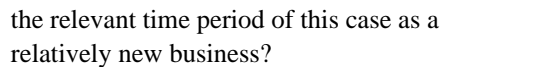
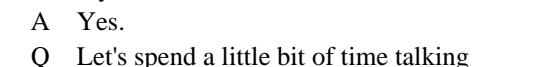
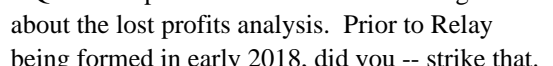
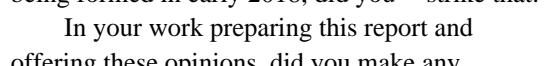
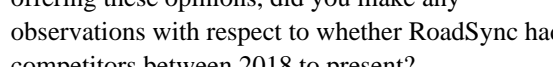
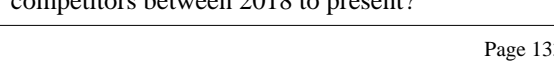
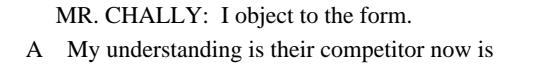
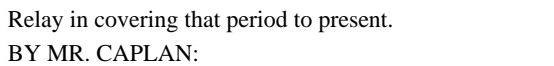
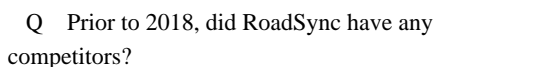
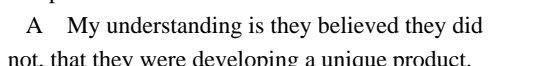
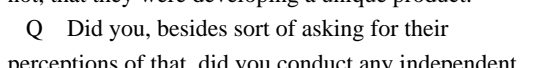
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1 A Only what's in here in terms of when, what
 2 was her initial introduction to RoadSync. She said
 3 it was as a consultant and that later was brought on
 4 as an employee, as an officer.
 5 Q Besides what you have described in that
 6 answer and in these three paragraphs, did you obtain
 7 any other information about RoadSync's history
 8 between 2015 and 2017?
 9 A No.
 10 Q You would agree with me, as reflected on
 11 Paragraph 38, that from -- well, withdrawn.
 12 MR. CAPLAN: Let's go off the record.
 13 THE VIDEOGRAPHER: The time is 1:44 p.m. We
 14 are off the record.
 15 (Mr. Droege leaves the room.)
 16 (Discussion ensued off the record.)
 17 THE VIDEOGRAPHER: The time is 1:45 p.m. We
 18 are back on the video record.
 19 BY MR. CAPLAN:
 20 Q Mr. Dopp, is it true that as you state in
 21 
 22 
 23 
 24 A It is true that that's what my report
 25 states.

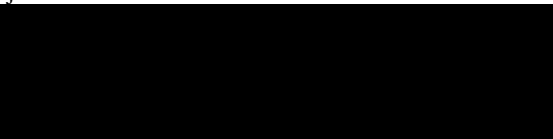



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1 Q And is that the best of your understanding?
 2 A Yes, it is my observation based on my review
 3 of the historical income statements.
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 14 BY MR. CAPLAN:
 15 Q Would you also characterize RoadSync during
 16 the relevant time period of this case as a
 17 relatively new business?
 18 A Yes.
 19 Q Let's spend a little bit of time talking
 20 about the lost profits analysis. Prior to Relay
 21 being formed in early 2018, did you -- strike that.
 22 In your work preparing this report and
 23 offering these opinions, did you make any
 24 observations with respect to whether RoadSync had
 25 competitors between 2018 to present?

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1 MR. CHALLY: I object to the form.
 2 A My understanding is their competitor now is
 3 Relay in covering that period to present.
 4 BY MR. CAPLAN:
 5 Q Prior to 2018, did RoadSync have any
 6 competitors?
 7 A My understanding is they believed they did
 8 not, that they were developing a unique product.
 9 Q Did you, besides sort of asking for their
 10 perceptions of that, did you conduct any independent
 11 analysis to determine whether RoadSync had
 12 competitors prior to the formation of Relay?
 13 A No.
 14 Q Did you conduct any analysis to determine
 15 whether, since the formation of Relay, RoadSync has
 16 competitors other than Relay?
 17 A No.
 18 Q Did you review the investor materials that
 19 RoadSync provided to investors when raising capital?
 20 A I don't know if I reviewed that or not. I
 21 just can't recall.
 22 
 23 
 24 
 25 

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<p style="text-align: right;">Page 194</p> <p>1 customer?</p> <p>2 MR. CHALLY: I object to the form.</p> <p>3 A In what -- can you give me an example?</p> <p>4 Q An example would be if you had projected</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 from Relay, wouldn't that potentially impact your</p> <p>8 projections of lost profits?</p> <p>9 A I'd have to think about it. It may not, it</p> <p>10 may have been that they were on that trajectory to</p> <p>11 stay with them and continue to build revenues; then</p> <p>12 when they lost them, they went over to Relay, they</p> <p>13 may have bought less from Relay than what they would</p> <p>14 have otherwise bought or at a lower price than what</p> <p>15 they otherwise would have paid RoadSync.</p> <p>16 Q So how would you evaluate that then, if you</p> <p>17 had both sets of information?</p> <p>18 A If I had both sets of information, I would</p> <p>19 have to assess that, other questions, the pricing,</p> <p>20 so are they additive. Is that the amount that would</p> <p>21 have been purchased otherwise or sold otherwise at</p> <p>22 that same price by RoadSync.</p> <p>23 If Relay solicited those customers by</p> <p>24 undercutting the price, then the dollars aren't</p> <p>25 additive, because if it wasn't there to undercut the</p>	<p style="text-align: right;">Page 196</p> <p>1 of 2021 and projections afterward, even though you</p> <p>2 rendered your opinion in January of 2024, correct?</p> <p>3 A That's the only data that was available, the</p> <p>4 actual and projections. So since they were produced</p> <p>5 in response to whatever the request was, that was</p> <p>6 the information that I relied on.</p> <p>7 Q When you say, that was the only data</p> <p>8 available, you mean that was the only data that was</p> <p>9 given to you by RoadSync's counsel, correct?</p> <p>10 MR. CHALLY: Object to the form.</p> <p>11 A It is my understanding that that's what was,</p> <p>12 the only information that was relevant for that time</p> <p>13 period produced by RoadSync -- sorry, produced by</p> <p>14 Relay.</p> <p>15 BY MR. CAPLAN:</p> <p>16 Q I am going to introduce as Exhibit a</p> <p>17 document that I've labeled Exhibit 5 and ask you to</p> <p>18 refresh it and pull it up on your screen.</p> <p>19 (Dopp Deposition Exhibit 5 was marked for</p> <p>20 identification.)</p> <p>21 A Exhibit 5, okay.</p> <p>22 Q Feel free to take a moment to review this</p> <p>23 document. The document is Bates labeled 264007.</p> <p>24 And it is two pages and it goes to 264008. Let me</p> <p>25 know once you have had a chance to review it.</p>
<p style="text-align: right;">Page 195</p> <p>1 price by whatever are the numbers, to make it easier</p> <p>2 on me, say 50 percent reduction, then I might take</p> <p>3 that 50 percent, that dollar amount and then double</p> <p>4 it and add it to, if that's what we learned was</p> <p>5 going to be the only amount that that customer would</p> <p>6 have bought from RoadSync as a stand-alone company.</p> <p>7 Q So did you ask for pricing information from</p> <p>8 Relay in addition to, for customer purchase history?</p> <p>9 A I didn't at the time because I didn't have</p> <p>10 the customer information so I didn't -- it wasn't</p> <p>11 relevant for me to ask for the pricing if I didn't</p> <p>12 have the sales.</p> <p>13 Q With respect to your calculation of unjust</p> <p>14 enrichment damages, fair to say that having the</p> <p>15 actual revenues and profits of Relay at least</p> <p>16 historically would have informed or changed your</p> <p>17 analysis?</p> <p>18 MR. CHALLY: I object to form.</p> <p>19 A It definitely would have been different</p> <p>20 numbers. I don't know how, what impact it would</p> <p>21 have on the ultimate opinion.</p> <p>22 BY MR. CAPLAN:</p> <p>23 Q Again, with respect to your calculation of</p> <p>24 unjust enrichment damages, you depended only on</p> <p>25 Relay actual financial information through October</p>	<p style="text-align: right;">Page 197</p> <p>1 (Witness reviewing document.)</p> <p>2 A Okay, I have reviewed it.</p> <p>3 Q Have you ever seen this document before?</p> <p>4 A Not that I recall, no.</p> <p>5 Q This document was not provided to you by</p> <p>6 counsel for RoadSync, correct?</p> <p>7 MR. CHALLY: I object to form.</p> <p>8 A No, if it is not on my list, I didn't get</p> <p>9 it.</p> <p>10 BY MR. CAPLAN:</p> <p>11 Q Does this appear to be a profit and loss</p> <p>12 statement for Relay from January 2019 to December</p> <p>13 2022?</p> <p>14 A Yes.</p> <p>15 Q Had you received this document, would this</p> <p>16 document have impacted your calculation of unjust</p> <p>17 enrichment damages?</p> <p>18 MR. CHALLY: I object to the form.</p> <p>19 A It would have, I would have used different</p> <p>20 numbers, yes.</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>

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<p style="text-align: right;">Page 198</p> <p>1 Q According to Exhibit 5, what were Relay's</p> <p>2 actual revenues in 2023?</p> <p>3 A They are not there.</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 Q Do you have any reason to doubt that this is</p> <p>13 the accurate, an accurate profit and loss statement</p> <p>14 reflecting Relay's revenues during the time period</p> <p>15 listed?</p> <p>16 A No.</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>	<p style="text-align: right;">Page 200</p> <p>1 BY MR. CAPLAN:</p> <p>2 Q Do you have any basis to dispute that this</p> <p>3 document was fully available to you as of September</p> <p>4 15, 2023?</p> <p>5 MR. CHALLY: I object to the form.</p> <p>6 A I don't know one way or another.</p> <p>7 BY MR. CAPLAN:</p> <p>8 Q You see the Bates number on Exhibit 5? I</p> <p>9 think I read it into the record as 264007.</p> <p>10 A Yes.</p> <p>11 MR. CAPLAN: I am going to mark as Exhibit</p> <p>12 6, a letter.</p> <p>13 (Dopp Deposition Exhibit 6 was marked for</p> <p>14 identification.)</p> <p>15 Q Mr. Dopp, you were not a recipient to this</p> <p>16 letter, so I recognize you cannot authenticate it,</p> <p>17 but I am putting it in the record to reflect that on</p> <p>18 September 15, 2023 Relay produced documents that</p> <p>19 were labeled Relay 206554 through 264008. Do you</p> <p>20 see that? It is the last sentence of the first</p> <p>21 paragraph.</p> <p>22 A It is Exhibit 6 now? There it is.</p> <p>23 (Witness reviewing.)</p> <p>24 A Yes, I see it now.</p> <p>25 Q Again, any reason to dispute that this</p>
<p style="text-align: right;">Page 199</p> <p>1 Q And you took that representation and you</p> <p>2 calculated damages upon that representation,</p> <p>3 correct?</p> <p>4 A Yes.</p> <p>5 Q Do you have an opinion whether those</p> <p>6 representations were reasonable or not?</p> <p>7 A I thought that they were probably a bit</p> <p>8 aggressive. That's why I had a higher discount</p> <p>9 rate.</p> <p>10 Q What analysis did you undertake to evaluate</p> <p>11 whether they were a bit aggressive or reasonable or</p> <p>12 not?</p> <p>13 A When I looked at the individual product</p> <p>14 sales, those were, looked to be new products.</p> <p>15 Q Most of the new revenue that Relay was</p> <p>16 projecting had nothing to do with its credit card or</p> <p>17 check processing, correct?</p> <p>18 A It was different line items, yes.</p> <p>19 Q In any event, its performance in 2022 is far</p> <p>20 different from what you had projected its revenues</p> <p>21 would be as a part of your unjust enrichment damages</p> <p>22 claims, correct?</p> <p>23 MR. CHALLY: I object to the form.</p> <p>24 A It is different than what management</p> <p>25 projected, not what I projected.</p>	<p style="text-align: right;">Page 201</p> <p>1 document, that the profit and loss statement that</p> <p>2 went through year end 2022 was produced to RoadSync</p> <p>3 on September 15, 2023?</p> <p>4 A I have no reason to dispute that.</p> <p>5 Q And earlier you were testifying that you</p> <p>6 were repeatedly asking counsel to RoadSync for this</p> <p>7 profit and loss statement; is that correct?</p> <p>8 MR. CHALLY: I object to form.</p> <p>9 A Among other things.</p> <p>10 BY MR. CAPLAN:</p> <p>11 Q This profit and loss statement that was</p> <p>12 Exhibit 5 would have been very important and</p> <p>13 ultimately caused you to have different opinions in</p> <p>14 this case, correct?</p> <p>15 MR. CHALLY: I object to the form.</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>


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<p style="text-align: right;">Page 202</p> <p>1 [REDACTED]</p> <p>2 [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 Q And you said you would need projections, but</p> <p>10 we also have -- I mean, now it is 2024, right?</p> <p>11 A Yes.</p> <p>12 Q And as of September of 2023, obviously Relay</p> <p>13 did not have full-year financial information for</p> <p>14 2023, right?</p> <p>15 A That's true.</p> <p>16 Q And it is your experience it usually takes a</p> <p>17 little bit of time for companies to sort of finalize</p> <p>18 their year and submit their financials, right?</p> <p>19 A Typically.</p> <p>20 Q And on Friday, which was Friday, February</p> <p>21 9th, Relay provided to counsel to RoadSync the 2023</p> <p>22 P&L statement, correct, at least as far as you know?</p> <p>23 MR. CHALLY: I object to the form.</p> <p>24 BY MR. CAPLAN:</p> <p>25 Q You received a copy of it yesterday,</p>	<p style="text-align: right;">Page 204</p> <p>1 new categories of revenue and management had</p> <p>2 prepared a projection. I am assuming that the</p> <p>3 projection was used to present to -- for a purpose,</p> <p>4 whether that is investors or the board, and they</p> <p>5 were representing, at the time they did that, this</p> <p>6 is the target we are aiming for, this is what we</p> <p>7 anticipate our revenues to be, so that, you know, I</p> <p>8 didn't assess management's capabilities in terms of</p> <p>9 projections. I accepted it to be a good-faith</p> <p>10 projection.</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 Q But you didn't undertake to evaluate whether</p> <p>24 those projections were realistic or not?</p> <p>25 A No. They are realistic to the extent</p>
<p style="text-align: right;">Page 203</p> <p>1 correct?</p> <p>2 A Yes.</p> <p>3 MR. CAPLAN: Let's put in that exhibit. I</p> <p>4 am going to mark as Exhibit 7 the profit and loss</p> <p>5 statement for Relay for 2023 which is Bates</p> <p>6 stamped Relay 268198.</p> <p>7 (Dopp Deposition Exhibit 7 was marked for</p> <p>8 identification.)</p> <p>9 BY MR. CAPLAN:</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 Q And that you adopted for purposes of your</p> <p>19 unjust enrichment calculation, correct?</p> <p>20 A I relied on it, yes.</p> <p>21 Q Did you also form an opinion as to the</p> <p>22 reasonableness of that projection?</p> <p>23 A Of which one, the 62?</p> <p>24 Q Yes, sir.</p> <p>25 A Not really. I had seen that there were four</p>	<p style="text-align: right;">Page 205</p> <p>1 management believes they are realistic. I've</p> <p>2 accepted that. I just noted that, wow, that's a big</p> <p>3 increase.</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 BY MR. CAPLAN:</p> <p>18 Q And then to conduct your unjust enrichment</p> <p>19 analysis, would you make those two corrections and</p> <p>20 then essentially take the, you would have to</p> <p>21 calculate a proper profit margin, which we will talk</p> <p>22 about separately, and then determine the present</p> <p>23 value of having earned those revenues three years</p> <p>24 earlier than they should have per your theory,</p> <p>25 correct?</p>

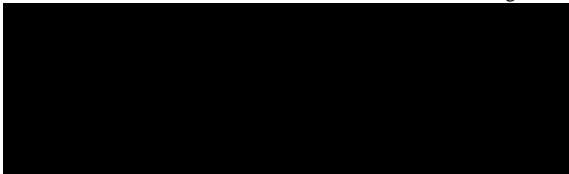
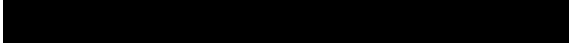
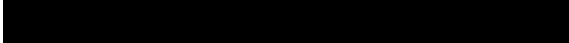
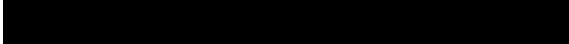
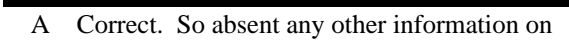
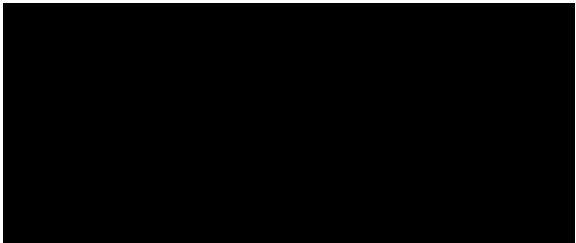
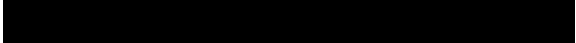
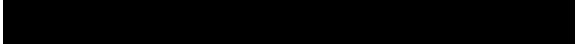
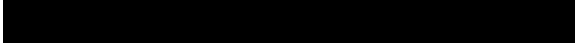
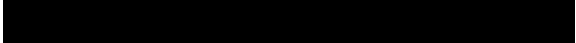
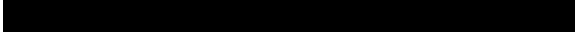

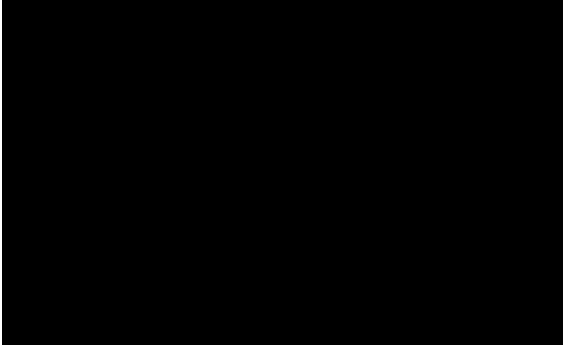
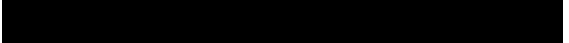
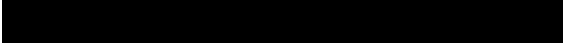
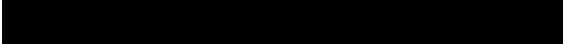
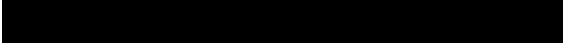
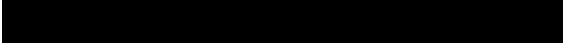
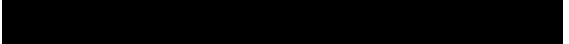
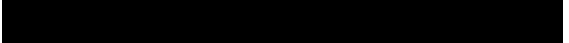
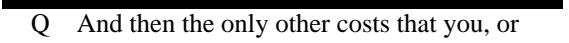
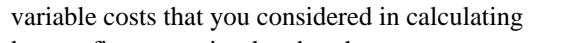

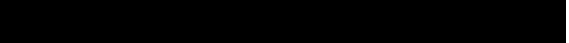

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<p style="text-align: right;">Page 206</p> <p>1 [REDACTED]</p> <p>2 [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 Q Projections at this point and as of the date</p> <p>14 of your report, which is January 3rd of 2024, would</p> <p>15 be for revenue in 2024 or beyond, correct?</p> <p>16 A For any projections past this would be in</p> <p>17 2024 and beyond, yes.</p> <p>18 Q But your expert opinion in this case and</p> <p>19 your 88-plus page report and calculation of unjust</p> <p>20 enrichment damages looks only at revenue in the</p> <p>21 years 2019 through 2023 after you, with lengthy</p> <p>22 explanation, explained the rationale behind your</p> <p>23 head-start theory, correct?</p> <p>24 A Yes. That was the information that was</p> <p>25 available.</p>	<p style="text-align: right;">Page 208</p> <p>1 words?</p> <p>2 A Essentially, but it gets to a point where it</p> <p>3 is so far in the future that with the discount rate</p> <p>4 it doesn't give you much in the way of incremental</p> <p>5 value. It is more in the near term.</p> <p>6 So that's why to properly calculate what the</p> <p>7 head-start benefit would be, I would want to get</p> <p>8 what management thinks they are going to get over</p> <p>9 the next couple of years and tack on here. And if I</p> <p>10 had that data and plugged it in, I would do the same</p> <p>11 thing. If I had the data correct through of 2023</p> <p>12 and then management's projections, I would have</p> <p>13 included that.</p> <p>14 Q Where do you say all that in your report?</p> <p>15 MR. CHALLY: I object to the form.</p> <p>16 BY MR. CAPLAN:</p> <p>17 Q Is there anywhere in your report that you</p> <p>18 indicate that you requested or wished to have</p> <p>19 management projections for 2024 and beyond?</p> <p>20 MR. CHALLY: Are we seriously going to</p> <p>21 dispute the fact that we requested that</p> <p>22 information? That is a silly question. So I</p> <p>23 will object to form. I will object to you</p> <p>24 arguing with this witness.</p> <p>25 MR. CAPLAN: That is a speaking objection.</p>
<p style="text-align: right;">Page 207</p> <p>1 Q Now that you have seen the real numbers for</p> <p>2 2021, 2022 and '23, you are saying, well, I might</p> <p>3 want to look at what's management projecting for</p> <p>4 2024 and '25?</p> <p>5 A Yes, that's going to be part of the</p> <p>6 head-start, all that, all that. You know, they</p> <p>7 would be also reduced by a discount rate to reflect</p> <p>8 the time value of money.</p> <p>9 But that would be part of the revenue stream</p> <p>10 that would be part of the head-start. It is</p> <p>11 relevant --</p> <p>12 Q But you have opined that the relevant time</p> <p>13 period for calculating head-start damages is 2019 --</p> <p>14 is the five-year period following its formation,</p> <p>15 right?</p> <p>16 A No, it is not my opinion that that's the</p> <p>17 damage period. There is a secrecy period that we</p> <p>18 are talking about here, the two- and the three-year</p> <p>19 period with the damages, period is what is</p> <p>20 appropriate for the head-start.</p> <p>21 The only data I had was through 2023. If I</p> <p>22 went beyond that, I would have to come up with my</p> <p>23 own projections which I didn't want to do. So</p> <p>24 now --</p> <p>25 Q So head-start damages last forever, in other</p>	<p style="text-align: right;">Page 209</p> <p>1 MR. CHALLY: You are right, it is, because</p> <p>2 it is absurd in light of the discussions that we</p> <p>3 had, the order that you all are under.</p> <p>4 MR. CAPLAN: This is a speaking objection.</p> <p>5 MR. CHALLY: You are correct, because you</p> <p>6 were ordered to produce supplemental information</p> <p>7 and you decided not to do so. So we are here</p> <p>8 today --</p> <p>9 MR. CAPLAN: We did so. You just didn't</p> <p>10 give it to your expert.</p> <p>11 MR. CHALLY: Incorrect, incorrect.</p> <p>12 MR. CAPLAN: I am not going to debate you,</p> <p>13 Chally, I am just not. This is useless.</p> <p>14 MR. CHALLY: Okay, so don't ask.</p> <p>15 MR. CAPLAN: Let's go off the record.</p> <p>16 THE VIDEOGRAPHER: The time is 4:02 p.m. We</p> <p>17 are off video record.</p> <p>18 (Discussion ensued off the record.)</p> <p>19 THE VIDEOGRAPHER: The time is 4:02 p.m. We</p> <p>20 are back on video record.</p> <p>21 BY MR. CAPLAN:</p> <p>22 Q Mr. Dopp, you have submitted a 59-page</p> <p>23 report. And my question is -- and that's without</p> <p>24 exhibits -- my question is: If you believed that it</p> <p>25 was necessary to obtain management projections for</p>

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<p style="text-align: right;">Page 242</p> <p>1 </p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8 Q Doesn't their status as a startup make them</p> <p>9 more vulnerable to competition by larger companies?</p> <p>10 A It depends. If you are a startup in a new</p> <p>11 area with a new product that has a competitive</p> <p>12 advantage, that no one else has, I don't think so.</p> <p>13 I think it, again --</p> <p>14 Q Did you evaluate -- what competitive</p> <p>15 advantage does RoadSync have?</p> <p>16 MR. CHALLY: I object to the form.</p> <p>17 A They developed a product that apparently the</p> <p>18 market wanted and needed. And they beta tested it</p> <p>19 and they started to monetize that.</p> <p>20 BY MR. CAPLAN:</p> <p>21 Q Going back to your answer before, would you</p> <p>22 agree with me that your comment about the</p> <p>23 possibility that some of these customers would have</p> <p>24 contracts that would make them stickier is</p> <p>25 speculative?</p>	<p style="text-align: right;">Page 244</p> <p>1 long, correct?</p> <p>2 A RoadSync, no.</p> <p>3 Q There is no track record whatsoever to</p> <p>4 establish that RoadSync has kept a single customer</p> <p>5 for that long of a period of time, correct?</p> <p>6 A They had a track record of keeping that</p> <p>7 customer until Relay allegedly took those customers</p> <p>8 because of the alleged bad acts.</p> <p>9 Q That's not my question. My question is:</p> <p>10 Can you give me an example of a single customer that</p> <p>11 has stuck with RoadSync for eight to nine years?</p> <p>12 MR. CHALLY: Object to the form.</p> <p>13 A That hasn't happened yet. This is a</p> <p>14 forward-looking process.</p> <p>15 BY MR. CAPLAN:</p> <p>16 Q And you would agree with me that there is no</p> <p>17 track record from which to predicate an opinion that</p> <p>18 a customer would stay with RoadSync for eight to</p> <p>19 nine years, correct?</p> <p>20 MR. CHALLY: I object to the form.</p> <p>21 A There is a track record that the customer</p> <p>22 existed and was with Road Track (sic) for the period</p> <p>23 of time until which they were taken by or solicited</p> <p>24 away by Relay.</p> <p>25 Q And that period was two to three years,</p>
<p style="text-align: right;">Page 243</p> <p>1 MR. CHALLY: I object to the form.</p> <p>2 A It is not just the contracts, I agree that</p> <p>3 whether there's going to be a contract for a long</p> <p>4 term, that may be somewhat speculative. But as a</p> <p>5 general rule, the longer you have a customer, it is</p> <p>6 a little bit more difficult for a new market entrant</p> <p>7 to take them, take them away.</p> <p>8 BY MR. CAPLAN:</p> <p>9 Q You have assumed that these customers would</p> <p>10 remain with RoadSync for six years, correct?</p> <p>11 A Yes.</p> <p>12 Q And each of these, the four customers that</p> <p>13 were former RoadSync customers, had been with</p> <p>14 RoadSync for approximately two to three years before</p> <p>15 leaving RoadSync, correct?</p> <p>16 A I don't know how long they were there during</p> <p>17 the beta testing period, but at least in terms of</p> <p>18 generating revenues from them, that sounds about</p> <p>19 right.</p> <p>20 Q So in other words, you in total are</p> <p>21 projecting that these four customers would have a</p> <p>22 customer life with RoadSync of approximately nine,</p> <p>23 eight to nine years; isn't that right?</p> <p>24 A About eight, eight years.</p> <p>25 Q RoadSync has not been in existence for that</p>	<p style="text-align: right;">Page 245</p> <p>1 correct?</p> <p>2 A Correct, plus the beta time period. So that</p> <p>3 is a basis that I've used as a reasonable basis to</p> <p>4 say, but for, in the but-for world, had RoadSync not</p> <p>5 been in the market, they would have had them another</p> <p>6 three years. Then when they came to compete, they</p> <p>7 would have stayed with them another year or two.</p> <p>8 Q Did you conduct an analysis of the -- strike</p> <p>9 that.</p> <p>10 MR. CHALLY: Can we take a comfort break,</p> <p>11 please?</p> <p>12 MR. CAPLAN: Okay.</p> <p>13 THE VIDEOGRAPHER: The time is 4:56 p.m. We</p> <p>14 are off video record.</p> <p>15 (Recess.)</p> <p>16 THE VIDEOGRAPHER: The time is 5:17 p.m. We</p> <p>17 are back on video record.</p> <p>18 BY MR. CAPLAN:</p> <p>19 Q Mr. Dopp, for a little while we were talking</p> <p>20 about management projections that you relied upon</p> <p>21 for purposes of calculating your unjust enrichment</p> <p>22 damages opinion. Did you review any testimony from</p> <p>23 Mr. Droege concerning those management projections?</p> <p>24 A Not that I recall.</p> <p>25 Q You are not aware one way or the other</p>



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<p style="text-align: right;">Page 246</p> <p>1 whether there was testimony elicited in this case</p> <p>2 regarding the accuracy of those projections?</p> <p>3 MR. CHALLY: I object to the form.</p> <p>4 A I am not aware one way or the other.</p> <p>5 BY MR. CAPLAN:</p> <p>6 Q So you did not consider such testimony or</p> <p>7 you could not have considered such testimony in</p> <p>8 forming your opinions in this matter, correct?</p> <p>9 A Since I don't know what the testimony is.</p> <p>10 Q You did not, correct?</p> <p>11 A Yes, I don't know. So it really depends on</p> <p>12 if they were reliable later or they were reliable at</p> <p>13 the time they were prepared. I don't know what the</p> <p>14 testimony is one way or another.</p> <p>15 Q You chose to rely on those projections as of</p> <p>16 your report dated January 3rd of 2024, correct?</p> <p>17 A Yes.</p> <p>18 Q And the deposition transcripts of Mr. Droege</p> <p>19 that are listed in your report obviously occurred</p> <p>20 long before that, correct?</p> <p>21 A Yes.</p> <p>22 Q But you didn't review, you do not recall</p> <p>23 reviewing any testimony regarding those projections</p> <p>24 as a part of any analysis of those projections,</p> <p>25 correct?</p>	<p style="text-align: right;">Page 248</p> <p>1 </p> <p>2 </p> <p>3 </p> <p>4 </p> <p>5 </p> <p>6 A Correct. So absent any other information on</p> <p>7 what it would be, I assumed it was the average for</p> <p>8 the company on those sales except for where I had</p> <p>9 evidence on specific customer sales where it was</p> <p>10 different.</p> <p>11 Q And for those particular customers, you</p> <p>12 actually lessened the costs associated with</p> <p>13 servicing those customers, correct?</p> <p>14 A I didn't do that. The data showed that they</p> <p>15 made higher profit margins because they had lower</p> <p>16 cost of sales.</p> <p>17 Q So when you evaluate cost of goods sold, was</p> <p>18 that just looking at the top line of RoadSync's</p> <p>19 financial statements?</p> <p>20 A Well, no.</p> <p>21 Q Income statements?</p> <p>22 A I looked at all the lines.</p> <p>23 Q Okay. But the cost of goods sold number is</p> <p>24 the number reflected underneath essentially revenue</p> <p>25 to calculate gross profit; is that right?</p>
<p style="text-align: right;">Page 247</p> <p>1 A Correct.</p> <p>2 Q I want to ask you a few questions about the</p> <p>3 way you calculated variable costs. Can you quickly</p> <p>4 -- not quickly. Strike that.</p> <p>5 How did you calculate variable costs for</p> <p>6 purposes of calculating lost profits from the six</p> <p>7 allegedly lost customers?</p> <p>8 A A combination of reviewing the historical</p> <p>9 data at a total revenue level, and then also at a,</p> <p>10 where it was available, at a customer level.</p> <p>11 Q Where is that reflected in your report?</p> <p>12 A That is reflected in Table 7-3.</p> <p>13 Q So I note that there are -- that Table 7-3</p> <p>14 does not calculate avoided costs on a</p> <p>15 customer-specific basis.</p> <p>16 A Correct.</p> <p>17 Q So did you use the same avoided costs for</p> <p>18 all customers?</p> <p>19 </p> <p>20 </p> <p>21 </p> <p>22 </p> <p>23 </p> <p>24 </p> <p>25 </p>	<p style="text-align: right;">Page 249</p> <p>1 A Yes.</p> <p>2 Q Do you know what that number reflects in</p> <p>3 RoadSync as, what that expense is associated with?</p> <p>4 </p> <p>5 </p> <p>6 </p> <p>7 </p> <p>8 </p> <p>9 </p> <p>10 </p> <p>11 </p> <p>12 </p> <p>13 </p> <p>14 Q And then the only other costs that you, or</p> <p>15 variable costs that you considered in calculating</p> <p>16 lost profits was as it related to the new -- excuse</p> <p>17 </p> <p>18 </p> <p>19 </p> <p>20 A Yes.</p> <p>21 Q You did not include as variable costs any</p> <p>22 sales expenses or other expenses in RoadSync's</p> <p>23 financial or income statement, correct?</p> <p>24 A Yes, to the extent they were not variable, I</p> <p>25 did not include.</p>

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<p style="text-align: right;">Page 278</p> <p>1 Q Having seen these two exhibits, Exhibit 5 2 and 7, do you feel the need to make any changes to 3 the conclusions that you reached in your report? 4 A Not until such time as I see the 5 projections. 6 Q Now, I also want you to look at Exhibits 8 7 and 9. We will just do this, a line of questions as 8 to both 8 and 9, I will just have you look at 8. Do 9 you know what this is? 10 A I don't know specifically. I did ask 11 counsel and he reminded me it was not his 12 deposition, it was mine. 13 Q Right. So let's assume that, as I think 14 counsel was trying to imply to you, that this is 15 customer-specific revenue numbers from Relay for 16 some particular time period. Does that then, 17 customer-specific revenue information for Relay, 18 relate at all to your lost profit calculation as 19 reflected in your report? 20 A No. 21 Q Right. Now, let's assume again that this is 22 customer-specific revenue information from Relay. 23 Do you need customer-specific revenue information to 24 reflect all revenue associated with these customers 25 to appropriately consider unjust enrichment for</p>	<p style="text-align: right;">Page 280</p> <p>1 A I would want to get, I need to get the 2 amounts that reconcile and tie to the financial 3 statements -- to the income statements, rather. 4 Q You want to know whether or not there was 5 some off-market discount -- 6 A Yes. 7 Q -- associated with these revenue numbers? 8 A Yes, that's true. I already discussed that 9 earlier in my testimony, that I would want to know 10 is the pricing different or is there a discount on 11 these prices from what RoadSync sold those products 12 to those customers. 13 Q Would you want to know any cost-related 14 information in connection with these numbers? 15 A It would be interesting to have, but if it 16 was information -- rather, if it was revenues that 17 would be otherwise generated by Relay -- sorry -- 18 otherwise generated by RoadSync, then their cost 19 structure would typically apply. But to the extent 20 there was additional costs incurred for those 21 particular revenues, I would want to at least assess 22 them. 23 Q Let's look at Exhibit 9. Same question for 24 this exhibit, do you know what this is? 25 A It appears to be the customer-specific sales</p>
<p style="text-align: right;">Page 279</p> <p>1 purposes of your analysis? 2 A Yes. 3 Q Why? 4 A Because the theory of the case that the 5 Plaintiff has is that none of these revenues would 6 have been available to Relay but for the theft, the 7 alleged theft of the trade secrets and confidential 8 information. So in other words, because of that, I 9 was able to take, it went from zero to whatever 10 financial performance it has plus the projected 11 financial performance because of the benefit it 12 received from those trade secrets. 13 Q Now, I want to put you on the spot a 14 little bit, but only a little bit: Can you identify 15 what else you would want to know about 16 customer-specific information at Relay before you 17 determined how that might impact your conclusions in 18 your report? 19 A I would want to know which of those 20 revenues, which portion of it relates to the 21 products that infringe on the RoadSync operations 22 and those which apparently they are alleging are a 23 separate line of business or a separate line of 24 income. 25 Q Anything else that you can think of?</p>	<p style="text-align: right;">Page 281</p> <p>1 of Relay for their customers but not for their total 2 revenues. 3 Q That's what Mr. Caplan represented to you. 4 Do you know whether that that is in fact what it is? 5 A I don't know in fact what it is, no. 6 Q Let's assume Mr. Caplan is right and this is 7 in fact customer-specific revenue numbers for Relay. 8 Does this relate in any way to your lost profit 9 calculation? 10 A No. 11 Q Again, assume this is, as Mr. Caplan 12 implied, customer-specific revenue information from 13 Relay. Do you need this document to reflect all 14 revenue associated with these customers so as to 15 appropriately evaluate this information, as you 16 have, for purposes of your report? Excuse me. 17 A For purposes of the unjust enrichment, yes. 18 Q Why is that? 19 A Because that's, again, part of the theory of 20 the case. It is all the revenues that they -- it is 21 alleged that all the revenues that were obtained by 22 Relay were on account of the trade secrets that they 23 allegedly misappropriated. 24 Q And as to the additional information that 25 you said you would want to know about Exhibit 8,</p>

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<p style="text-align: right;">Page 298</p> <p>1 DEPOSITION ERRATA SHEET</p> <p>2 Page No. _____ Line No. _____ Change to: _____</p> <p>3 _____</p> <p>4 Reason for change: _____</p> <p>5 Page No. _____ Line No. _____ Change to: _____</p> <p>6 _____</p> <p>7 Reason for change: _____</p> <p>8 Page No. _____ Line No. _____ Change to: _____</p> <p>9 _____</p> <p>10 Reason for change: _____</p> <p>11 Page No. _____ Line No. _____ Change to: _____</p> <p>12 _____</p> <p>13 Reason for change: _____</p> <p>14 Page No. _____ Line No. _____ Change to: _____</p> <p>15 _____</p> <p>16 Page No. _____ Line No. _____ Change to: _____</p> <p>17 _____</p> <p>18 _____</p> <p>19 _____</p> <p>20 PAUL DOPP</p> <p>21 _____</p> <p>22 Date</p> <p>23 SUBSCRIBED AND SWORN To before me</p> <p>24 this _____ day of _____, 2024.</p> <p>25 NOTARY PUBLIC</p>	<p style="text-align: right;">Page 300</p> <p>1 CERTIFICATE OF COURT REPORTER</p> <p>2</p> <p>3 STATE OF GEORGIA)</p> <p>4 COUNTY OF HENRY)</p> <p>5</p> <p>6</p> <p>7 I hereby certify that the foregoing deposition</p> <p>8 was reported as stated in the caption, by the method of</p> <p>9 machine shorthand, and the questions and answers</p> <p>10 thereto were reduced to typewriting by me; that the</p> <p>11 foregoing pages represent a true, correct, and complete</p> <p>12 transcript of the evidence given on February 13, 2024,</p> <p>13 by the witness, Paul Dopp, who was first duly sworn by</p> <p>14 me.</p> <p>15</p> <p>16 This the 14th of February, 2024.</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22 </p> <p>23 Richard Bursky, RMR, CRR, CRC</p> <p>24 Certified Court Reporter 2509</p> <p>25</p>
<p style="text-align: right;">Page 299</p> <p>1 DISCLOSURE</p> <p>2 I, Richard Bursky, RMR, CRR, CCR, do hereby disclose</p> <p>3 pursuant to Article 10.B. of the Rules and Regulations</p> <p>4 of the Board of Court Reporting of the Judicial Council</p> <p>5 of Georgia that I am a Georgia CCR; Veritext Legal</p> <p>6 Solutions was contacted by the party taking the</p> <p>7 deposition to provide court reporting services for this</p> <p>8 deposition; this deposition will not be taken under any</p> <p>9 contract that is prohibited by O.C.G.A. 15-14-37(a) and</p> <p>10 (b); and I am not disqualified for a relationship of</p> <p>11 interest under O.C.G.A. 9-11-28(c).</p> <p>12 There is no contract to provide reporting</p> <p>13 services between myself, Veritext Legal Solutions, or</p> <p>14 any person with whom I have a principal and agency</p> <p>15 relationship and any party to the case, any counsel in</p> <p>16 the case, anyone having a financial interest in the</p> <p>17 case, or agents to any party to the case, any counsel</p> <p>18 in the case, or anyone having a financial interest in</p> <p>19 the case. There is no agreement in place prohibited by</p> <p>20 O.C.G.A. 15-14-37(a) and (b). Any case-specific</p> <p>21 discounts are automatically applied to all parties at</p> <p>22 such time as any party receives a discount.</p> <p>23 </p> <p>24 Richard Bursky, RMR, CRR, CCR 2509</p> <p>25 Veritext Legal Solutions</p>	<p style="text-align: right;">Page 301</p> <p>1 JONATHAN CHALLY, ESQUIRE</p> <p>2 jchally@cgc-law.com</p> <p>3 February 14, 2024</p> <p>4 RE: Roadsync, Inc. v. Relay Payments, Inc., Et Al.</p> <p>5 2/13/2024, Paul Dopp (#6461939)</p> <p>6 The above-referenced transcript is available for</p> <p>7 review.</p> <p>8 Within the applicable timeframe, the witness should</p> <p>9 read the testimony to verify its accuracy. If there are</p> <p>10 any changes, the witness should note those with the</p> <p>11 reason, on the attached Errata Sheet.</p> <p>12 The witness should sign the Acknowledgment of</p> <p>13 Deponent and Errata and return to the deposing attorney.</p> <p>14 Copies should be sent to all counsel, and to Veritext at</p> <p>15 litsup-ga@veritext.com</p> <p>16 Return completed errata within 30 days from</p> <p>17 receipt of testimony.</p> <p>18 If the witness fails to do so within the time</p> <p>19 allotted, the transcript may be used as if signed.</p> <p>20</p> <p>21</p> <p>22 Yours,</p> <p>23 Veritext Legal Solutions</p> <p>24</p> <p>25</p>